



**CITY of NOVI CITY COUNCIL**

**Agenda Item T  
November 10, 2008**

**SUBJECT:** Approval of the final payment to Hard Rock Concrete, Inc. for Contract 2 of the 2007 Neighborhood Concrete Street Reconstruction project in the amount of \$26,644.98.

**SUBMITTING DEPARTMENT:** Engineering *R.H.*

**CITY MANAGER APPROVAL:** *PWA POTCJP*

**BACKGROUND INFORMATION:**

The city's consulting engineer for this project (URS of Michigan) administered the second of three construction contracts for reconstructing concrete streets in the city in 2007 through mid-2008. Contract 2 of the 2007 program included reconstruction of these streets:

- Galway Drive (Daleview to Taft)
- Galway Circle
- Sullivan Lane (Williams to north end)
- Chase Drive (Reindeer to just south of Nine Mile entrance)
- White Plains Drive (Amherst to Falmouth)
- Falmouth Avenue (Davenport to White Plains)
- Dover Boulevard
- Windemere Court (added by change order)
- Westmont Court (added by change order)

URS has executed and submitted the attached documents verifying the final contract payment amount that is due to the construction contractor, Hard Rock Concrete, Inc. of Westland, MI (URS's Final Pay Estimate No. 5, attached).

The concrete street reconstruction work performed by the contractor was in substantial compliance with the plans and specifications, and final payment in the amount of \$26,644.98 is appropriate. In addition, the City Attorney has reviewed supporting documentation and found it to be in an acceptable form (Beth Kudla's October 21, 2008 letter, attached). The original contract was approved at the June 18, 2007 City Council meeting in the amount of \$906,329. The final payment brings the total in construction expenditures on this project to \$1,020,326.20 The major change orders on this project included adding the reconstruction of Windemere Court and Westmont Court to the project scope.

**RECOMMENDED ACTION:** Approval of the final payment to Hard Rock Concrete, Inc. for Contract 2 of the 2007 Neighborhood Concrete Street Reconstruction project in the amount of \$26,644.98.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Capello				
Council Member Crawford				
Council Member Gatt				

	1	2	Y	N
Council Member Margolis				
Council Member Mutch				
Council Member Staudt				

Location Map  
2007 Neighborhood Road Program

872098481.017269

Eleven Mile Rd

Taft Rd

Eleven Mile R

Grand River

Beck Rd

Sunnybrook

Nine Mile Rd

Novi Rd

Windsor

Elizabeth

Deerfield

Windsor

Elizabeth

Deerfield

Windsor

Elizabeth

Deerfield

Windsor

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Deerfield

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Elizabeth

Deerfield

Windsor

Legend

2007 Neighborhood Roads

CONTRACT

1

2

CITY OF NOVI  
ENGINEERING DIVISION  
3175 W. 116th Mile Road  
Novi, Michigan 48240  
313.487.2404  
www.novimichigan.gov

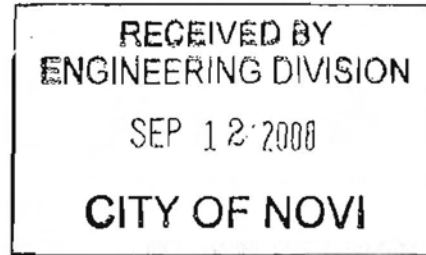


Map information is provided for informational purposes only. It is not intended to be used as a legal document. The City of Novi is not responsible for any errors or omissions. The City of Novi is not responsible for any damages or losses resulting from the use of this map. The City of Novi is not responsible for any damages or losses resulting from the use of this map. The City of Novi is not responsible for any damages or losses resulting from the use of this map.



September 12, 2008

Mr. Rob Hayes, PE – City Engineer  
City of Novi  
Engineering Department  
45175 W. Ten Mile Road  
Novi, MI 48375-3024



Reference: Pay Estimate #5 (FINAL)  
~~2007 Neighborhood Roads Program – Contract 2~~  
City of Novi Contract Number 062-416B  
URS Project Number 12940500

Dear Mr. Hayes:

Attached is Pay Estimate #5 (FINAL) and all close out paperwork for the 2007 Neighborhood Roads Program – Contract 2. This estimate covers work taking place on the project through August 26, 2008. The reported earnings for this period are \$1,665.00 and \$24,979.98 of retainage was released leaving the total amount retained on the project at \$0.00.

We recommend a FINAL payment to the contractor, Hard Rock Concrete, Inc. for the amount of \$26,644.98.

Please call me at (248) 521-9522 if you have any questions or wish to discuss the project.

Sincerely,

URS, Inc

Jason D. Fisher, P.E.  
Construction Engineer

cc: Aaron Staup, City of Novi – Construction Coordinator  
Tony Grimaldi, Hard Rock Concrete  
Sean Kelsch, URS





URS Corporation

## Construction Pay Estimate Report

8/26/2008 9:25 AM

FieldManager 4.3a

**Contract: \_Contract Two, 2007 Neighborhood Roads Program**

Estimate Date	Estimate No.	Estimate Type	Electronic File Created	All Contract Work Completed	Construction Started Date
8/26/2008	5	Final-Regular Contract	No	11/1/2007	7/9/2007
<b>Prime Contractor</b> Hard Rock Concrete, Inc.			<b>Managing Office</b> URS Corporation		

Comments
Final pay estimate, please release retainage.

### Item Usage Summary

Item Description	Item Code	Prop. Line	Project	Category	Project Line No.	Item Type	Mod. No.	Quantity	Dollar Amount
_Class A Sod	2087011	0019	2	1	0095	00	000	333.000	\$1,665.00
<b>Total Estimated Item Payment:</b>								<b>\$1,665.00</b>	

### Time Charges

Site	Site Description	Site Method	Days Charged	Liq. Damages
00	Overall Contract Site	Working Days	0	\$0
<b>Total Liquidated Damages:</b>				<b>\$0</b>

### Pre-Voucher Summary

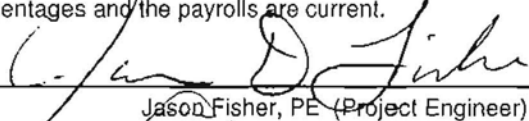
Project	Voucher No.	Item Payment	Stockpile Adjustment	Dollar Amount
2, Removal and replacement of concrete roadways within various	0005	\$1,665.00	\$0.00	\$1,665.00
<b>Voucher Total:</b>				<b>\$1,665.00</b>

### Summary

Current Voucher Total:	\$1,665.00	Earnings to date:	\$1,020,326.20
-Current Retainage:	(\$24,979.98)	- Retainage to date:	\$0.00
-Current Liquidated Damages:	\$0.00	- Liquidated Damages to date:	\$0.00
-Current Adjustments:	\$0.00	- Adjustments to date:	\$0.00
<b>Total Estimated Payment:</b>	<b>\$26,644.98</b>	<b>Net Earnings to date:</b>	<b>\$1,020,326.20</b>
		- Payments to date:	\$993,681.22
		<b>Net Earnings this period:</b>	<b>\$26,644.98</b>

**Estimate Certification**

I certify the items included on this report constitute my estimate of work completed and due the contractor as of the date of this document. I also certify the prime contractor is meeting all requirements for minority percentages and the payrolls are current.



Jason Fisher, PE (Project Engineer) and/or

9-9-08

(Date)



Rob Hayes, PE (Delivery/Resident Engineer)

9/12/08

(Date)

**CONTRACTOR'S  
AFFIDAVIT OF  
PAYMENT OF  
DEBTS AND CLAIMS**  
AIA Document G706

OWNER \_\_\_\_\_  
ARCHITECT \_\_\_\_\_  
CONTRACTOR \_\_\_\_\_  
SURETY \_\_\_\_\_  
OTHER \_\_\_\_\_

URS Corp.  
Date Received  
SEP - 3 2008  
Project No. \_\_\_\_\_  
Filing Code \_\_\_\_\_  
Bond No. 10045482

TO (OWNER)  
City of Novi, 45175 West 10 Mile Rd, Novi, MI 48375-3024

ARCHITECT'S PROJECT NO:

CONTRACT FOR: \$ 1,020,479.20

CONTRACT DATE: *June 20, 2007*

~~PROJECTS: 2007 Neighborhood Roads Program Contract 2~~

(name, address)

State of :

County of:

The undersigned, pursuant to Article 9 of the General Conditions of the Contract for Construction, AIA Document A201, hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

SUPPORTING DOCUMENTS ATTACHED HERETO:

CONTRACTOR: Hard Rock Concrete, Inc.

- 1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA DOCUMENT G707, CONSENT OF SURETY, may be used for this purpose. Indicate attachment: (yes ) (no ).

Address: 38146 Abruzzi Drive, Westland, MI, 48185

The following supporting documents should be attached hereto if required by the Owner:

BY: *Rocco Giacchetti*

- 1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- 2. Separate Releases or Waivers of Liens from Sub-contractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- 3. Contractor's Affidavit of Release of Liens (AIA DOCUMENT G706A).

Subscribed and sworn to before me this

*27<sup>th</sup>* day of *August*, *2008*

Notary Public:

*Cynthia J Mininni*

My Commission Expires:

*6/05/2013*

CYNTHIA J MININNI  
Notary Public, State of Michigan  
County of Wayne

My Commission Expires *06-05-2013*

Michigan Department  
of Transportation  
1366 (02/01)

# CONTRACTOR'S AFFIDAVIT OF INDEBTEDNESS

This information required and filed with the Michigan Department of Transportation pursuant to provisions of 1.09, 10 of the MDOT's Standard Specifications for Construction. Penalty for failure to supply this information will result in funds being withheld.

062-416B  
CONTRACT ID NUMBER

City of Novi 2007 Neighborhood Roads Program - Contract 2

Oakland Co.  
COUNTY

June 30, 2007  
DATE OF CONTRACT WITH

Hard Rock Concrete, Inc.  
CONTRACTOR

Rocco Grimaldi - V.P.  
NAME OF CONTRACTOR'S AUTHORIZED REPRESENTATIVE

### AMOUNT OWED FOR LABOR, MATERIAL, AND SUPPLIES ON THIS PROJECT

TO WHOM

AMOUNT

0

### AMOUNT OWED TO SUBCONTRACTORS AS RETAINAGES ON THIS PROJECT

TO WHOM

AMOUNT

0

### Disputed claims against the contractor for labor, materials, and supplies used on this project:

TO WHOM

AMOUNT

0

As the authorized contractor representative, I state that all labor, material, and supplies used in this construction have been paid for by this Contractor with the exception of those items listed here, including retainages withheld from subcontractors on this project. These retainages will not be paid by the contractor to the subcontractor until final payment based upon final quantities, as determined by the Department of Transportation, has been made to the contractor by the Department of Transportation. Attached are Waivers of Lien from all other approved subcontractors for work performed on this project.

CONTRACTOR REPRESENTATIVE AUTHORIZED SIGNATURE

TITLE  
V. P.

DATE  
8/27/08

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS DATE

NOTARY PUBLIC

COUNTY

My COMMISSION EXPIRES (Date)

Wayne  
Michigan

06-05-2013

CYNTHIA J MININNI  
Notary Public, State of Michigan  
County of Wayne  
My Commission Expires 06-05-2013  
Acting in the county of Wayne

**FULL UNCONDITIONAL WAIVER**

My/Our Contract with Hard Rock Concrete to provide

Concrete  
(describe work done or materials provided)

for the improvement of property described as:

2007 Neighborhood Roads Program, Contract #2  
City of Novi, Michigan  
Contract Number: 062-416B

having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

By:

Dean Companies  
(Company Name)

[Signature]  
(Signature of Company Officer)

Regional Manager  
(Printed Name and Title of Company Officer)

3670 CARPENTER RD

WARREN MI 48097  
(Company Address)

734 434 3629  
(Company Telephone Number)

29 August 2008  
(Date Signed)



CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT  
AIA DOCUMENT G707

Owner  
Architect  
Contractor  
Surety  
Other  
10041162

PROJECT: 2007 Neighborhood Roads Program Contract 2  
(name, address)

TO: (Owner)  
City of Novi  
45175 West 10 Mile Rd  
Novi, MI 48375-3024

ARCHITECT'S PROJECT NO:  
CONTRACT FOR: Contract Bond

CONTRACT DATE:

CONTRACTOR:  
Hard Rock Concrete, Inc.  
38146 Abruzzi Drive  
Westland, MI 48185

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

The Guarantee Company of North America USA  
25800 Northwestern Hwy, Suite 720  
Southfield, Michigan 48075

,SURETY COMPANY

on behalf of (here insert name and address of Contractor)  
Hard Rock Concrete, Inc.  
38146 Abruzzi Drive  
Westland, Michigan 48185

,CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

City of Novi  
45175 West 10 Mile Rd  
Novi, Michigan 48375-3024

,OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this 26th day of August, 2008

Surety Company  
The Guarantee Company of North America  
USA

Signature of Authorized Representative

Attest:  
(Seal):



Susan L. Belloli - Attorney-In-Fact  
Title

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition



THE GUARANTEE COMPANY OF NORTH AMERICA USA

Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

T. J. Griffin, Susan L. Belloli, William A. Pirret, John L. Budde, Steven K. Brandon, Terence J. Griffin Griffin, Smalley & Wilkerson, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

- 1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 31st day of December 2003, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 21st day of April, 2006.

THE GUARANTEE COMPANY OF NORTH AMERICA USA



STATE OF MICHIGAN
County of Oakland

Signature of Stephen Dullard, Vice President

On this 21st day of April, 2006 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn, said that he is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.

Cynthia A. Takal
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2012
Acting In Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Signature of Cynthia A. Takal



I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 20 day of August 2008

Signature of Randall Musselman, Secretary

Randall Musselman, Secretary



October 21, 2008

30903 Northwestern Highway  
P.O. Box 3040  
Farmington Hills, MI 48333-3040  
Tel: 248-851-9500  
Fax: 248-851-2158  
www.secretwardle.com

Elizabeth M. Kudla  
Direct: 248-539-2846  
bkudla@secretwardle.com

Suzanne Moreno, Finance Department  
City of Novi  
45175 West Ten Mile Road  
Novi, Michigan 48375

Re: 2007 Neighborhood Roads  
Hardrock Concrete, Inc. – *Closing Documents*  
Our File No. 55142 NOV

Dear Ms. Moreno:

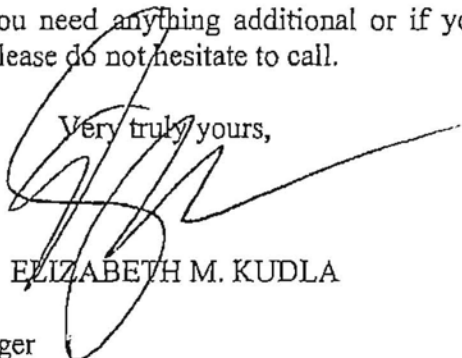
We have received and reviewed the following additional and/or revised closing documents you have provided for the 2007 Neighborhood Roads Program – Contract 2:

- Maintenance and Guarantee Bond
- Waiver of Lien

All issues set forth in our October 6, 2008 review report have been satisfactorily addressed.

Please let us know if you need anything additional or if you have any questions regarding the above, please do not hesitate to call.

Very truly yours,



ELIZABETH M. KUDLA

EMK

cc: Clay Pearson, City Manager  
Kathy Smith-Roy, Finance Director  
Thomas R. Schultz, Esquire

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